

**JULIE RODEWALD**  
San Luis Obispo County – Clerk/Recorder

Recorded at the request of  
**First American Title Company**

MF  
2/18/2005  
11:37 AM

RECORDING REQUESTED BY  
First American Title Company  
ESCROW NO. 4009-1638824(LB)

DOC#: **2005013396**



Titles: 2 Pages: **11**

Fees	0.00
Taxes	0.00
Others	0.00
PAID	\$0.00

WHEN RECORDED MAIL TO:  
California Department of Transportation  
District 5  
50 Higuera Street  
San Luis Obispo, CA 93401-5415  
Attn: District Director

**OFFICIAL STATE BUSINESS: EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T  
CODE SECTION 27383**

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Space above this line for Recorder's use

**ASSIGNMENT AND ASSUMPTION OF SCENIC CONSERVATION EASEMENT  
(West Side Junge Area)**

Recording requested by  
and when recorded mail to:

California Department of Transportation  
District 5  
50 Higuera Street  
San Luis Obispo, CA 93401-5415  
Attn: District Director

(Space above line for Recorder's use only.)

**ASSIGNMENT AND ASSUMPTION OF SCENIC CONSERVATION EASEMENT**  
(West Side Junge Area)

This Assignment and Assumption of Scenic Conservation Easement ("Assignment") is by and between **AMERICAN LAND CONSERVANCY**, a California nonprofit public benefit corporation ("Assignor"), and the **STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION** ("Assignee").

**RECITALS**

A. Assignor is the grantee under that certain Deed of Scenic Conservation Easement and Agreement Concerning Easement Rights (West Side Junge Area) (the "Conservation Easement"), granted by Hearst Holdings, Inc., a Delaware corporation ("Grantor"), pursuant to which Grantor has granted to Assignor an easement for conservation purposes over that certain real property located in San Luis Obispo County, California, consisting of approximately one hundred seventeen (117) acres, and described in Exhibit A, attached hereto and incorporated herein by this reference (the "West Side Junge Easement Area"). A map depicting the location of the West Side Junge Easement Area is attached hereto as Exhibit B, and incorporated herein by this reference.

B. Pursuant to the Conservation Easement, Grantor has consented to an assignment by Assignor to Assignee, and the assumption by Assignee, of Assignor's title, rights, interest and obligations under the Conservation Easement.

C. Assignee is a "qualified organization" as defined by Section 170(h)(3) of the U.S. Internal Revenue Code and is eligible to accept assignment of and hold the Conservation Easement pursuant to Section 815.3 of the California Civil Code. Assignee is authorized to assume all title, rights, interest and obligations under the Conservation Easement and to accept the responsibility of monitoring and enforcing the terms of the Conservation Easement.

## ASSIGNMENT AND AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Assignment, and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Effective Date.** This Assignment shall be conditioned upon, and effective as of the date (the "Effective Date") of, recordation of the Conservation Easement in the Official Records of San Luis Obispo County, California.

2. **Assignment of Conservation Easement.** Effective as of the Effective Date, Assignor hereby assigns, donates, conveys and otherwise transfers to Assignee, all of Assignor's right, title and interest, and delegates all of Assignor's obligations, as Grantee under the Conservation Easement.

3. **Assumption of Obligations.** Assignee hereby accepts all of Assignor's right, title and interest in and to the Conservation Easement and assumes and agrees to pay, perform and observe each and every obligation, covenant, agreement and condition to be paid, performed or observed by the Grantee pursuant to the Conservation Easement arising on and after the Effective Date.

4. **Further Assurances.** Assignor and Assignee agree to take such additional actions and execute such additional documents as may be reasonable and necessary to carry out the provisions of this Assignment.

5. **Attorneys' Fees.** Should proceedings be brought by either party to enforce or interpret any of the terms of this Assignment, the prevailing party in any such proceedings shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' and experts' fees.

6. **Binding on Successors.** This Assignment shall be binding not only upon the parties but also upon their heirs, representatives, assigns and other successors in interest.

7. **Modification; Waiver.** No supplement, modification, or amendment of this Assignment shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8. **Severability.** Each provision of this Assignment is severable from any and all other provisions of this Assignment. Should any provision(s) of this Assignment be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

9. **Exhibits.** The following exhibits are attached hereto are incorporated herein by this reference:

Exhibit A: West Side Junge Easement Area Legal Description  
Exhibit B: West Side Junge Easement Area Map

10. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

11. **Counterparts.** The parties may execute this Assignment in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Assignment in the Official Records of San Luis Obispo County, California.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as set forth below.

AMERICAN LAND CONSERVANCY,  
a California nonprofit public benefit corporation  
ASSIGNOR:

By: Harriet Burgess  
Harriet Burgess, President

2/10/05  
Date

DEPARTMENT OF TRANSPORTATION,  
STATE OF CALIFORNIA  
ASSIGNEE:

\_\_\_\_\_  
Date

Approved as to Form:

Approved:

\_\_\_\_\_  
Tony R. Anziano  
Assistant Chief Counsel

\_\_\_\_\_  
R. Gregg Albright  
District Director

Recommended for approval:

\_\_\_\_\_  
Steve N. Price  
Deputy District Director

\_\_\_\_\_  
John Maddux  
Right of Way field office  
San Luis Obispo

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AMERICAN LAND CONSERVANCY,  
a California nonprofit public benefit corporation  
ASSIGNOR:

By: \_\_\_\_\_  
Harriet Burgess, President


\_\_\_\_\_  
Date


DEPARTMENT OF TRANSPORTATION,  
STATE OF CALIFORNIA  
ASSIGNEE:

2/10/05  
\_\_\_\_\_  
Date

Approved as to Form:

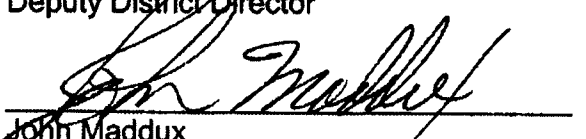
Approved:

  
\_\_\_\_\_  
Tony R. Anziano  
Assistant Chief Counsel

  
\_\_\_\_\_  
R. Gregg Albright  
District Director

Recommended for approval:

  
\_\_\_\_\_  
Steve N. Price  
Deputy District Director

  
\_\_\_\_\_  
John Maddux  
Right of Way field office  
San Luis Obispo

STATE OF CALIFORNIA )

COUNTY OF SACRAMENTO )

On February 10, 2005, before me, the undersigned, a notary public for the state,  
personally appeared Hamel Burgess

- ☒ personally known to me - OR -  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathryn A. Hustrei  
Kathryn A. Hustrei



NOTARY SEAL

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2005, before me, the undersigned, a notary public for the state,  
personally appeared \_\_\_\_\_

- ☐ personally known to me - OR -  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

NOTARY SEAL

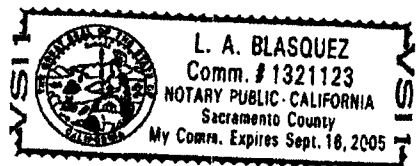
STATE OF CALIFORNIA                    }  
  }  
COUNTY OF SALUIS OBISPO            }

ss.

On JANUARY 10, 2005, before me, L. A. BLASQUEZ, a Notary Public, personally appeared TONY R. ANZIANO, R. GREGG ALBRIGHT, STEVE N. PRICE and JOHN MADDUX, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *L. A. Blasquez*



Notary Name: L. A. BLASQUEZ  
Notary Phone Number: 805-786-2038  
(please PRINT)  
Notary Registration Number: 1321123  
Commission Expiration Date: 9-16-05  
County of Principal Place of Business San Luis Obispo



Exhibit A to  
Assignment and Assumption of  
Scenic Conservation Easement  
(West Side Junge Area)

**WEST SIDE JUNGE EASEMENT AREA LEGAL DESCRIPTION**

That portion of real property in the County of San Luis Obispo, State of California, as described in the Certificate of Compliance recorded April 5, 2002 as Document Number 2002-028665 in the Office of the County Recorder of said County which lies southwesterly of the southwesterly right of way of State Highway 1 as described in the deed to the State of California recorded in Book 1427 of Official Records at Page 671, records of said County.

**Together with** all of that real property in the County of San Luis Obispo, State of California, as described in the Certificate of Compliance recorded April 5, 2002, as Document Number 2002-028668 in the Office of the County Recorder of said County.

**Together with** all of that real property in the County of San Luis Obispo, State of California, as described in the Certificate of Compliance recorded April 5, 2002, as Document Number 2002-028669 in the Office of the County Recorder of said County.

A-1

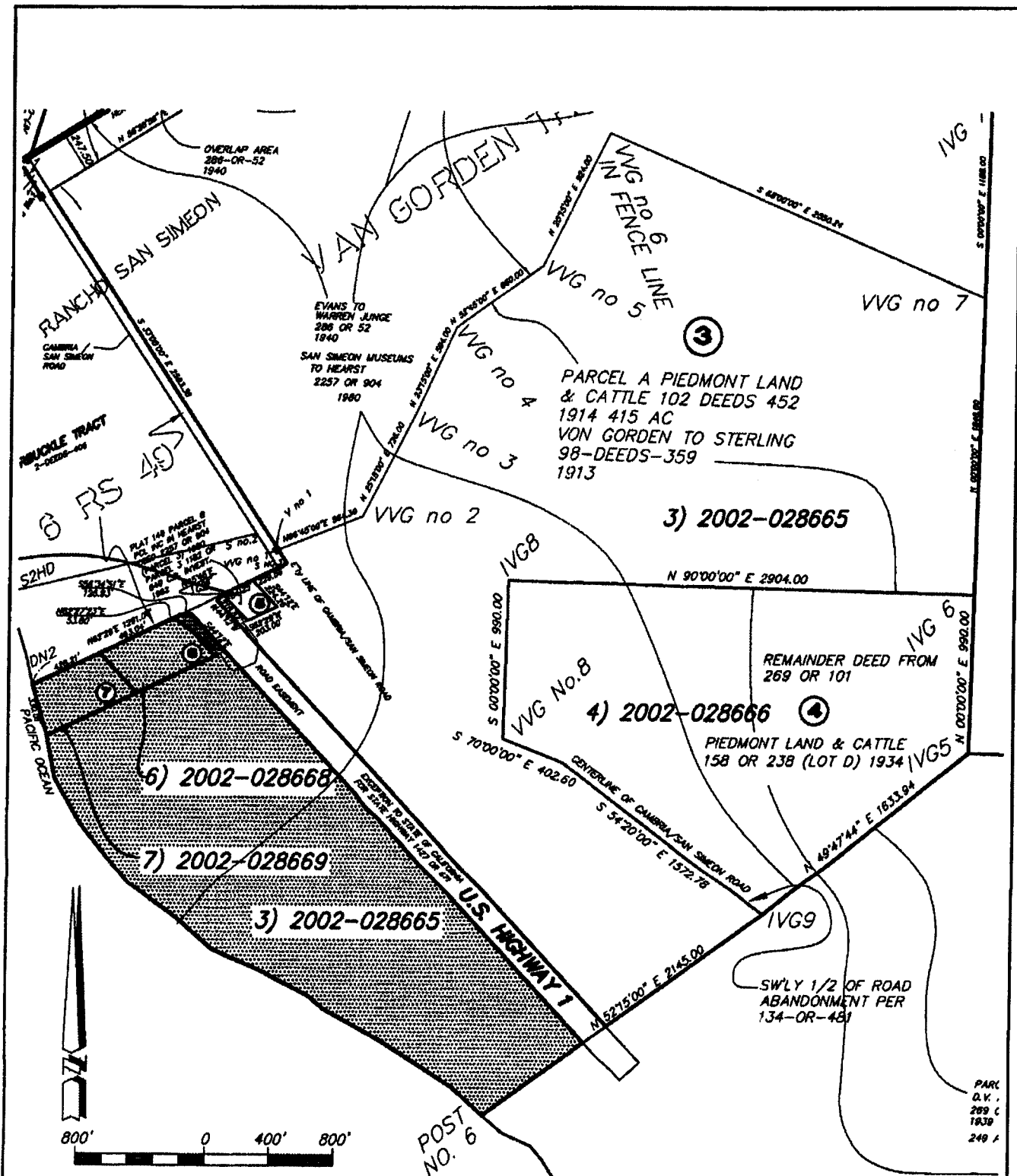
1/18/05

RRM: N:\1995\95424 Hearst Ranch\Engineering\PRODUCT\TITLE RESEARCH\Conservation Easement\Junge Fee Legal  
Description.doc  
MAAS: 218039v7  
FATCO: 1638824

Exhibit B to  
Assignment and Assumption of  
Scenic Conservation Easement  
(West Side Junge Area)

**WEST SIDE JUNGE EASEMENT AREA MAP**

*See Attached*



N:\1995\95424 Hearst Ranch\Engineering\PRODUCT\TITLE RESEARCH\Title maps\JUNGE PHASE 2.dwg. 2:33pm, RL Sellson



**RRM DESIGN GROUP**

*Creating Environments People Enjoy*

3765 South Higuera Street, Suite 102 • San Luis Obispo, California 93401

Phone: 805/543-1794 • Fax: 805/543-4600 • www.rrmdesign.com

Via Montgomery, Architect CA 11090 • Jerry Michael, RCE 36895, LS 6376 • Jeff Farber, Landscape Architect 2844

PLAT  
OF COC'S 2002-028668,  
2002-028669, AND A PORTION OF  
COC 2002-028665

DATE: Jan 12, 2005 SCALE: 1"=800'

B-2

23.099-218039v7WRD - 2/205

END OF DOCUMENT